

Dickinson Co.

AFSMCE Council 61 (Sheriff)

1/1/2005 6/30/2008

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE
AMERICAN FEDERATION OF STATE, COUNTY
& MUNICIPAL EMPLOYEES, AFL-CIO,
DICKINSON COUNTY SHERIFF'S DEPUTIES, JAILERS,
DISPATCHERS AND SECRETARY

AND

DICKINSON COUNTY BOARD OF SUPERVISORS



EFFECTIVE FROM
JANUARY 1, 2005 TO JUNE 30, 2008

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AGREEMENT

ARTICLE 1 PREAMBLE

THIS AGREEMENT made and entered into this 1st day of January, 2003, at Spirit Lake, Iowa, pursuant to the provisions of Chapter 20 of the Iowa Code, by and between DICKINSON COUNTY, IOWA (hereinafter referred to as the Employer) and the AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, IOWA PUBLIC EMPLOYEES COUNCIL 61, AFL-CIO, and its appropriate affiliated local (hereinafter referred to as the Union), as representatives of all full-time and regular part-time employees of the Dickinson County Sheriff Department in the following job classifications: Deputies, Jailers, Dispatchers and Secretary. Excluded from the Sheriff Department unit are the Sheriff and all other employees excluded by Section 4 of the Act.

Reference is made specifically to Public Employment Relations Board Case No. 4984 with Order of Certification dated January 3, 1994. This Agreement represents the complete and final agreement on all bargainable issues between the Employer and the Union.

ARTICLE 2 SEPARABILITY AND SAVINGS

If any provision of this Agreement is subsequently declared by proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provision of this Agreement shall remain in full force and effect for the duration of this Agreement.

In the event the parties fail to agree on provisions for substitute in fifteen (15) days following the start of negotiations, the parties shall request a list of five (5) arbitrators from the Public Employment Relations Board. The first strike shall be decided by a coin toss and the parties shall alternately strike until there is one name remaining who shall become the arbitrator. Either party may request once, another list of arbitrators from the Public Employment Relations Board if they so desire. The arbitrator shall decide between the Employer's and Union's final offer as to which is the most appropriate substitute.

The decision of the arbitrator shall be final and binding on both parties.

ARTICLE 3 DEFINITIONS

- (a) Employer: As used in this Agreement, the term "Employer" shall mean Dickinson County, Iowa.

- (b) Union: As used in this Agreement, the term "Union" shall mean the American Federation of State, County and Municipal Employees, Iowa Public Employees Council 61, AFL-CIO, and its appropriate affiliated local.
- (c) Regular Full-time Employee: As used in this Agreement, a "regular full-time employee" is one who works a minimum of thirty-five (35) hours per week or more year round.
- (d) Regular Part-time Employee: As used in this Agreement, a "regular part-time employee" is one who works less than thirty-five (35) hours per week year round.
- (e) Temporary Employee: As used in this Agreement, a "temporary employee" is one hired for one hundred twenty (120) consecutive calendar days, or less per calendar year.
- (f) Casual Employee: As used in this Agreement, a "casual employee" is one who is hired on an as needed irregular basis.

Temporary and casual employees shall not be entitled to any benefits provided by this Agreement.

- (g) Probationary Employee: As used in this Agreement, a "probationary employee" is a regular full-time or regular part-time employee who has not yet completed their probationary period. The probationary period shall be as follows:

Sheriff's Deputies and Jailers: If already certified by the Iowa Law Enforcement Academy, his/her probationary period shall be six (6) months. If uncertified by the Iowa Law Enforcement Academy, his/her probationary period shall be no longer than twelve (12) months or three (3) months after certification from the Iowa Law Enforcement Academy.

Dispatchers and Secretaries: His/her probationary period shall be six (6) months.

Upon completion of the probationary period, they shall be put on the seniority list. During the probationary period, the employee may be terminated for any reason. The termination of a probationary employee shall not be grievable under the grievance procedure of this Agreement.

ARTICLE 4
EMPLOYER RIGHTS

The Employer shall have, in addition to all powers, duties and rights established by constitutional provisions, statute, ordinance, charter or special act, the exclusive power, duty, and the right to:

1. Direct the work of its employees.
2. Hire, promote, demote, transfer, assign, and retain employees in positions within the County.
3. Suspend, discipline or discharge employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the Employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the County.
8. Initiate, prepare, certify and administer its budget.
9. Exercise all powers and duties granted to the Employer by law.

ARTICLE 5
NON-DISCRIMINATION IN EMPLOYMENT

The Employer and Union agree to comply with any non-discrimination in employment laws that are applicable. The parties agree that the Employer, with consultation with the Union, may take appropriate action to comply with the Americans with Disabilities Act.

There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against an employee because of an employee's support or non-support or participation or non-participation in Union affairs and/or activities.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 6
NO STRIKE OR LOCKOUT

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strike, slowdowns, picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activities.

The Union recognizes that in the event of a work stoppage, the Union has an obligation and a duty to notify and urge any and all employees who may be involved in such activity to return to work immediately and to refrain from such work stoppage. The Union will make public statements in the mass media urging employees to immediately return to work.

The Employer has the right to take any action pursuant to Chapter 20.12 of the Iowa Code (1985).

The Employer pledges that it will not engage in a lockout of employees during the term of this Agreement.

ARTICLE 7
HOURS OF WORK AND OVERTIME

Work Schedule. Work schedules are defined as an employee's assigned hours, days of the week, days off and shift. The normal workday for employees shall be either eight (8) or eight and one-half (8 ½) hours. The work schedule for employees covered by this Agreement shall be as follows:

Road Deputies: Shall work a six (6) day on, three (3) day off schedule. The work hours for Road Deputies shall be as follows: 6:00 AM to 2:30 PM; 9:30 AM to 6:00 PM; 6:00 PM to 2:30 AM; and 9:30 PM to 6:00 AM; 2:00 PM to 10:30 PM.

Road Deputies (doing Civil Work): Shall work a five (5) day on, two (2) day off, Monday through Friday schedule. The work hours for Civil Deputies shall be as follows: 8:00 AM to 4:00 PM.

Jailers: Shall work a five (5) day on, two (2) day off schedule. The work hours for Jailers shall be as follows: 8:00 AM to 4:00 PM; 4:00 PM to Midnight; Midnight to 8:00 AM.

Dispatchers: Shall work a five (5) day on, two (2) day off schedule. The work hours for Dispatchers shall be as follows: 7:00 AM to 3:00 PM; 3:00 PM to 11:00 PM; 11:00 PM to 7:00 AM.

Secretaries: Shall work a five (5) day on, two (2) day off, Monday through Friday schedule. The work hours for Secretaries shall be as follows: 8:00 AM to 4:30 PM, which includes a one-half ($\frac{1}{2}$) hour unpaid meal period.

Work schedules will remain the same as in effect on July 1, 1994.

The Employer shall post all work schedules fourteen (14) days in advance for the affected employees.

Part-time employees shall be scheduled for an equal number of shifts per month and shall rotate weekends and holidays off.

Employees shall be allowed to switch shifts with another employee during the same workweek, as long as the both employees mutually agree. The switching of shifts will not be allowed if it creates overtime for either employee.

Overtime

A. Definitions

1. Sheriff Deputies Overtime

- a) Overtime shall be for all hours worked in excess of eight and one-half ($8 \frac{1}{2}$) hours in any workday or fifty-one (51) hours in a nine (9) day period.

2. Jailers, Dispatchers and Secretaries Overtime

- a) Overtime shall be for all hours worked in excess of forty (40) hours in a seven (7) day period.

3. Work Week

Shall be a regularly reoccurring period of one hundred sixty-eight (168) hours in the form of seven (7) consecutive twenty-four (24) hour periods. The work period shall begin at 12:00 AM on Sunday and end at 12:00 (Midnight) the following Sunday.

4. Work Time

All hours in pay status, except medical leave and funeral leave, shall be regarded as hours worked for the purpose of computing overtime pay.

Overtime Compensation. Overtime shall be compensated at a premium rate of one and one-half ($1 \frac{1}{2}$) the employee's base hourly pay for all overtime hours worked. Payment shall be made in cash.

Scheduling of Overtime. The Employer will, as far as practicable, distribute overtime on an equal basis by seniority among those employees who normally perform the work involved. Overtime hours will first be offered to full-time employees before being offered to part-time employees.

Overtime opportunities shall be accumulated and offered overtime not worked shall be considered time worked for purposes of overtime distribution.

Upon request, the Union may review overtime equalization records.

Meal Period. All employees, except the Secretary, shall be granted a one half ($\frac{1}{2}$) hour meal period with pay scheduled at the approximate middle of the shift, however, an employee is expected to respond to calls, if necessary during his/her meal time. Employee's shall also receive a one-half ($\frac{1}{2}$) hour meal period with pay for each four (4) hours worked beyond their regularly scheduled shift.

Rest Periods. All employees shall be granted a fifteen (15) minute rest period during each four (4) hours of the employee's shift; however, an employee is expected to respond to calls if necessary during his/her rest period. The rest period shall be scheduled at a mutually agreeable time.

Employees who work at least one (1) hour beyond their regularly scheduled shift shall receive a fifteen (15) minute rest period. Employee shall also receive a fifteen (15) minute rest period for each four (4) hours worked beyond their regularly scheduled shift.

Shift Differential. The Employer agrees to pay, in addition to the employee's regular hourly rate, a shift differential of twenty-five cents (\$0.25) per hour for all hours worked on any shift of which four (4) or more hours occur between 4:00 PM and 6:00 AM.

Matron Pay. Any employee who is called back to perform Matron duties shall be paid for a minimum of four (4) hours or for actual time worked if in excess of four (4) hours at the matron regular hourly rate, to be paid in cash.

ARTICLE 8 GRIEVANCE PROCEDURE AND ARBITRATION

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee regarding a violation of an expressed provision of this Agreement shall be adjusted in accordance with the following provision.

Any bargaining unit employee shall have the right to meet and adjust his/her individual complaint with the Employer.

The grievance shall be presented to the designated supervisor (on forms furnished by the Union) and signed and dated by the Union. The grievance form will state the name of the employee(s) authorizing the filing of the grievance. An aggrieved employee shall have the right to a Union Representative appointed by the Union at all steps of the grievance procedure.

All grievances must be presented promptly and no later than six (6) calendar days from the date the grievant first became aware of, or should have become aware of with the exercise of reasonable diligence, the cause of such grievance.

Grievance Steps:

Step 1. Within ten (10) calendar days of receipt of the written grievance from an aggrieved employee or their Union Representative, the Sheriff or First Deputy will meet with the appropriate Union Representative at a mutually agreed upon time and date and attempt to resolve the grievance. Within ten (10) days after this Step 1 meeting, the Sheriff or First Deputy will answer the grievance in writing. The grievance must state the Article of the Agreement allegedly violated and the remedy sought.

Step 2. Any grievance not settled in Step 1 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within thirty (30) days after the date of the Sheriff's or First Deputy's answer given in Step 1.

If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits it shall be considered settled on the basis of the Employer's last answer. If a grievance at any step in the grievance procedure is not timely answered by the Employer, it shall automatically be referred to the next higher step.

After either party has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator from a panel of seven (7) arbitrators furnished by the Iowa Public Employment Relations Board (PERB). Each party shall have the right to reject one (1) panel once. A coin toss shall determine which party will strike the first name from the furnished panel. If the parties mutually agree, an arbitrator can be selected who is not on the panel. The arbitrator selected is to hear the case and make a written decision within thirty (30) days after the hearing.

The fees and expenses of the arbitrator will be shared equally between the Union and the Employer. Each party shall pay its own cost of preparation and presentation for arbitration. The costs of transcripts shall be borne by the requesting party without having to furnish a copy to the other party unless the parties mutually agree to share the entire cost. The arbitrators shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on the parties.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

In the event the U.S. mail is used, the mailing of the grievance or response thereto shall be considered timely if postmarked within the time limits.

The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon mutually agreement of the Union and the Employer.

Only the Union or Employer can appeal a grievance to arbitration.

In the event any employee takes action with the Civil Service Commission on any complaint or takes action through any governmental agency regarding violation of his/her rights, then all rights to this contractual grievance procedure shall be waived and no grievance shall be allowed regarding the issue.

Retroactivity Limits. Regarding a grievance covering a monetary item, the maximum period of retroactivity allowed shall be a past date not over six (6) months from the date the grievance was filed.

Exclusion of Probationary Employees. The discharge of probationary employees shall not be subject to the grievance procedure.

Discipline and Discharge. In the event a non-probationary employee is disciplined, suspended or discharged for proper cause, the employer's action is subject to the grievance procedure.

ARTICLE 9 SENIORITY

Seniority means an employee's length of regular full-time continuous service with the Employer since their last date of hire or rehire.

Seniority for a regular part-time employee shall earn seniority on the basis of one-half ($\frac{1}{2}$) the time of a regular full-time employee. Example: If a regular part-time employee works for one (1) year, he/she will have earned six (6) months of seniority.

An employee shall lose their seniority and the employment relationship shall be broken and terminated when the employee:

- (a) quits;
- (b) is discharged for just cause;
- (c) gives a false reason for obtaining a personal leave of absence;
- (d) is absent without notice to the Employer, unless proven physically unable to do so;
- (e) fails to report for work at the end of a leave of absence, unless proven physically unable to do so;
- (f) fails to respond within seven (7) calendar days after being notified to return to work following layoff, or fails to report to work within fourteen (14) calendar days after being notified to return to work following layoff, when notice of recall is sent to the employee's last known address, according to the Employer's records. It is the employee's responsibility to keep the Employer informed of their current address and phone number;
- (g) has been on a continuous period of layoff or absence from work for a period equal to his/her length of employment or up to a maximum of one (1) year, whichever is less;
- (h) retires.

An employee promoted out of the bargaining unit, will accrue seniority for up to six (6) months and then their seniority shall be frozen. An employee who is promoted out of the bargaining unit may demote back into the bargaining unit. The demoted employee may exercise his/her seniority rights by bumping a less senior employee, if qualified to perform the work.

After the first consecutive thirty (30) consecutive days of unpaid leave of absence, seniority shall not accumulate.

The Employer shall prepare and post on existing bulletin boards seniority lists as defined in this Article. The lists shall be updated annually and contain each employee's name, job classification and seniority date. A copy of the seniority list shall be furnished to the local Union at the time of posting.

In the event two (2) employees have the same original date of employment, seniority of one as against the other shall be determined by the last four (4) digits of the Social Security number with the employee having the lower last four (4) digits of the Social Security number being considered as having the greater seniority.

ARTICLE 10
BEREAVEMENT LEAVE

All regular full-time employees may be allowed time off work for a death in their family as follows:

1. The employee shall be granted a paid leave of absence, up to but not to exceed three (3) working days for each such occurrence. Immediate family is defined as, and limited to the wife or husband, child, stepchild, or legally adopted child, mother, father, son-in-law, daughter-in-law, brothers, brothers-in-law, sisters, sisters-in-law, grandparents, grandparents-in-law, grandchildren.
2. Only compensable days scheduled to work and missed will be paid for. No payment will be made during vacations, holidays, layoff or leave of absence.

ARTICLE 11
MILITARY LEAVE FOR RESERVE DUTY

All employees other than employees employed temporarily for six (6) months or less, who are members of the National Guard, organized reserves of any component part of the military, naval, air forces or nurse Corps of this state or nation, or who are or may be otherwise inducted into the military service of the state or of the United States, shall, when ordered by proper authority to active state or federal service, be entitled to a leave of absence from such civil employment for the period of such active state or federal service. Employees shall receive from the County, the regular amount of pay he/she would have normally earned for the first thirty (30) days he/she is on active duty. The Sheriff may hire a temporary appointment to fill any vacancy created by such a leave of absence.

The Employer recognizes an employee's re-employment rights in accordance with the Universal Military Training and Service Act.

ARTICLE 12
JURY DUTY LEAVE

A regular full-time employee on jury duty shall be provided leave with pay for such duty. The employee will be paid only for scheduled workdays missed while on jury duty. Any fees or remuneration the employee receives during such leave shall be turned over to the County Auditor, less any travel or personal expenses paid for the jury service. Time spent in court and reasonable travel time shall be deducted from an employee's scheduled work hours for the day in question and shall be considered time worked. Employees on the second or third shift shall be temporarily rescheduled to the day shift for the duration of their jury service.

The employee summoned as a juror shall notify his/her Employer immediately by memorandum attaching a copy of the summons. The employee shall be responsible for all subsequent notifications when obligated to report for jury duty.

An employee who reports for jury duty and is dismissed, shall promptly report to work for the remainder of the employee's working day, provided there are at least one (1) hours remaining in the scheduled work day.

ARTICLE 13
MEDICAL LEAVE

Medical leave is a period of absence with pay granted to regular full-time employees, after approval from the Sheriff, in any of the following circumstances:

A. Utilization of Medical Leave

1. When incapacitated for duty by sickness, injury or confinement for medical treatment.

When through exposure to contagious disease, the presence of the employee at work would jeopardize the health of others. "Contagious Disease" is defined as a disease subject to quarantine or requiring isolation of the patient by health authorities having jurisdiction.

2. Employees may use accrued medical leave for personal medical, dental or optical appointments which cannot be scheduled at times other than during working hours, if prior approval is received from the Sheriff.

- B. Accrual of Medical Leave. Medical leave shall be accrued only by regular full-time employees at the rate of one (1) day for each full month of service, if the employee works and/or is on a paid leave at least ten (10) days in the applicable month. A regular part-time employee can earn medical leave on a pro rata basis. The normal scheduled hours the part-time employee works in a month will be compared to the normal scheduled hours a full-time employee in the same job classification works. A percentage figure will be determined and this will be the portion of one (1) day medical leave the part-time employee earns for the month. An employee on an unpaid leave of absence or layoff shall not earn medical leave. A regular full-time employee on paid leave of absence shall earn medical leave.
- C. Accumulation of Medical Leave. Medical leave not used during the leave year in which it accrues shall accumulate and be available for use in succeeding years. The accumulation shall be limited to ninety (90) days. Additional days beyond this limit will be forfeited by the employee.
- D. Approval of Medical Leave. The Sheriff shall approve medical leaves. Medical leave is to be approved in all bona fide cases in which the employee has leave to his/her credit. In all other situations, the employee shall notify the Sheriff as early as practical on the first day absent. Failure to give such notice without good cause may result in loss of pay for days involved.
- An absence in excess of two (2) working days must be supported by a signed medical certificate. If the illness was of such a nature that medical treatment was not required, the Sheriff may accept a statement signed by the employee in lieu of a medical certificate.
- E. Family Illness. One (1) day of medical leave may be used per year by the employee when a member of their immediate family (as defined in the Bereavement Leave Article) is in the hospital for surgery or other serious needs.
- F. Substitution of Medical Leave for Annual Leave. When sickness occurs during the time an employee is on annual leave, medical leave may be granted to cover the period of illness or injury and the charge against annual leave shall be reduced accordingly. Application for substitution must be made immediately upon returning to duty and must be supported by a medical certificate or other acceptable evidence.
- G. Holidays During Medical Leave. When a holiday falls while an employee is on paid medical leave, the employee's medical leave account shall not be charged for the holiday.

- H. Medical Leave Disposition Upon Separation. Separation from employment shall cancel all unused accumulated medical leave. When an employee is laid off, any unused accumulated medical leave earned at the time of layoff shall remain in effect if the employee returns to work, in any department of the Employer, within a period equal to his/her length of employment or a period of one (1) year, whichever is shorter.
- I. Disability. In cases where the employee suffers a non-job related disability, that by its nature requires a longer term than standard medical leave and the Sheriff determines, from a medical certificate, this disability exists, the employee may use all accrued leave time to offset the time missed as prescribed by the certificate. If the disability continues past the point of depletion of accrued leave time, the employee may be granted a leave of absence without pay as defined in Article 14.
- J. Maternity Leave. Absences for reasons of pregnancy shall be treated as any absence for disability.

ARTICLE 14 MEDICAL LEAVES OF ABSENCE

Employees with at least one (1) year of seniority who have exhausted their sick leave benefits shall be granted an unpaid leave of absence not to exceed ninety (90) calendar days, provided the illness or injury exceeds ten (10) days and appropriate medical verification is submitted. Upon request of the employee, extensions shall be granted for up to ninety (90) day increments not to exceed a total of one (1) year.

ARTICLE 15 INJURY REPORTING

In case of illness or injury due to work or incurred while at work, all such illnesses or injuries must be reported to the Sheriff or First Deputy on the same date the injury is sustained or when the injury or illness is first known to the involved employee.

ARTICLE 16 EMPLOYEE WORK RULES

The Employer may, from time to time, develop, put into effect, revise, and enforce reasonable work rules. The Employer may discipline employees for violation of these work rules. Said work rules will be sent to the Union fifteen (15) days prior to their effective date. The Union reserves the right to grieve the application of any work rule.

ARTICLE 17
INSURANCE: HOSPITAL, MAJOR MEDICAL, DENTAL

The Employer agrees to pay 100% of the single premium for each eligible regular full-time employee for the group health insurance program. Effective July 1, 1999, if a regular full-time employee elects to have dependent coverage, the Employee will pay One Hundred and Seventy-eight Dollars (\$178.00) per month towards the extra amount above the single premium for family coverage premium.

Effective January 1, 2005, the Health Insurance deductible will be adjusted as follows:

January 1, 2005	Single Deductible of \$	250.00
	Family Deductible of \$	500.00
January 1, 2006	Single Deductible of \$	300.00
	Family Deductible of \$	600.00
January 1, 2007	Single Deductible of \$	350.00
	Family Deductible of \$	700.00

A One Hundred Dollars (\$100.00) insurance reimbursement for each month will be paid quarterly with the last payroll of the quarter. This will be paid to regular full-time employees not carrying dependent coverage. This One Hundred Dollars (\$100.00) insurance reimbursement will no longer be paid to employees hired after February 19, 2004.

The Employer reserves the right to select the insurance carrier(s).

A regular full-time employee must work or be in pay status over half the workdays in each month to qualify for the single coverage Employer premium payment.

For a One Dollar (\$1.00) payment per month, the employee a pre-tax cafeteria plan for payment of the employee's portion of the dependent insurance.

An eligible employee can be covered the first of the month after thirty (30) days of employment.

It is the Employer's intent to maintain comparable dental and group health insurance benefits that were in effect on July 1, 1994.

For an eligible employee, the Employer provides, at no cost to the employee, personal accident insurance for the principal sum of \$20,000.

A voluntary accident insurance plan is available to eligible employees. The employee is to pay the premium.

ARTICLE 18
HOLIDAYS

- A. Holidays Recognized. The following days shall be observed as holidays by all employees:

New Year's Day, January 1
President's Day Holiday, 3rd Monday in February
Memorial Day, the last Monday in May
Independence Day, July 4
Labor Day, the first Monday in September
Veteran's Day, November 11
Thanksgiving Day, fourth Thursday in November
Friday after Thanksgiving
Christmas Eve, December 24
Christmas Day, December 25

If a recognized holiday is on Saturday, the preceding Friday will be observed as the holiday, if a recognized holiday is on Sunday, the following Monday will be observed as the holiday, for those employees on a Monday through Friday workweek. For other than these employees, the holiday shall be deemed to fall on the day on which the holiday occurs.

- B. Eligibility for Holiday Pay. Any employee who is absent from work the day preceding or the day following any holiday without prior arrangement with the Sheriff will forfeit the right to holiday pay. Employees on an unpaid leave of absence shall not be eligible for holiday pay. No employee who has been laid off, or discharged, or who is under suspension will be eligible for holiday pay.

- C. Holiday Pay.

1. Holiday pay shall be equal to one (1) regularly scheduled work day but not less than eight (8) hours.
2. When a holiday falls on an employee's regularly scheduled work day, the employee will receive Compensatory time equal to their scheduled work day except that no regular full-time employee shall receive less than eight (8) hours.
3. When the holiday falls outside the regularly scheduled work day, the following shall apply:
 - a) Sheriff Road Deputies (not Road Deputy doing Civil Work) shall receive eight (8) hours compensatory time.
 - b) Jailers and Dispatchers shall receive eight (8) hours cash compensation.

4. When compensatory time off is to be granted, it shall be taken at the request of the employee with the approval of the Employer.

D. Holiday Premium Pay.

1. When an employee is required by the Employer to work a holiday listed above, the Employer agrees to provide holiday premium pay at the rate of two (2) times the employee's regular hourly rate in addition to their normal holiday pay for all hours worked between the hours of 12:00 AM and 11:59 PM and for all hours worked on a regularly scheduled shift for which at least half of the scheduled hours fall on a holiday.
2. When a part-time Jailer or Dispatcher is required by the Employer to work a holiday listed above, the Employer agrees to provide holiday premium pay at the rate of two (2) times the employee's regular hourly rate in addition to their normal holiday pay for all hours worked between the hours of 12:00 AM and 11:59 PM and for all hours worked on a regularly scheduled shift for which at least half of the scheduled hours fall on a holiday.

- E. Holidays During Vacations. If an observed holiday falls during an employee's vacation period, such observed holiday shall not be charged against the employee's annual leave account.

ARTICLE 19

VACATIONS

- A. Vacation Leave Benefits. Vacation is a benefit conferred on all regular full-time employees permitting them to be absent from duty for personal reasons without loss of pay. Vacation shall be credited to employees in accordance with the following schedule:

After first (1st) year of continuous service, five (5) working days

After two (2) years of continuous service, ten (10) working days

After seven (7) years of continuous service, fifteen (15) working days

After fifteen (15) years of continuous service, twenty (20) working days

- B. Accumulation of Vacation. No vacation time shall be carried into the next year except in rare circumstances, and with prior approval of the Sheriff.
- C. Limitations.
1. Employees on leave of absence without pay shall not accrue vacation credit.
 2. Annual leave may be taken in one (1) day increments.
 3. Annual leave pay will not be issued before the regular payroll date.
- D. Approval of Vacation. Scheduling of vacation during the year shall be at the discretion of the Sheriff with primary consideration given to the requirements of the department. Consideration of employee preference shall be given when possible and practical. In the event of a conflict of scheduling of vacation periods, the employee with the most seniority shall be given preference, provided vacation requests are submitted during the same work day. No vacation shall be granted prior to earning vacation credits.
- E. Vacation Disposition Upon Separation from Employment. Any employee who has completed one (1) year of continuous employment will be paid for any accrued and unused vacation credits upon termination of employment. Vacation pay shall be paid at the regular rate of pay. If the employee has completed fifteen (15) or more calendar days of his monthly vacation earning period, he/she shall be given credit for the full month's vacation credit.

ARTICLE 20 IDENTIFICATION CARDS

The Employer agrees to provide an identification card for each Deputy, Jailer, Dispatchers and Secretary. The Employer will replace the card if it is worn out. The employee will replace the card at his/her expense if it is lost.

ARTICLE 21 PERFORMANCE EVALUATION

Frequency of Evaluations. Employees will be evaluated by the Department Head annually but not more than two (2) times per year.

Evaluation Conference. A conference regarding the evaluation will be held between the employee and the evaluator following the completion of the written evaluation. A copy signed by both parties will be given to the employee.

Evaluation Reports. All evaluation reports will be placed in the employee's personnel file. The employee has the right to respond to the evaluation report, and such response will become part of the evaluation report.

ARTICLE 22 PERSONNEL FILES

Upon request, the Employer will provide the employee, or the designated Union Representative, the employee's tardiness and attendance record, any discipline record and any pay history. In the presence of the Employer, the employee can make any copies of this information at the employee's expense.

When any adverse material relating to an employee's conduct, which could result in discipline, including oral and written reprimands, is placed in that employee's file, it shall be signed by that employee or the employee's refusal to sign shall be noted on the document, and the employee shall receive a copy of the material prior to its placement in the file. The signature of the employee only indicates acknowledgment that the employee has received a copy of the material and does not indicate the employee's agreement with the contents of the documents.

ARTICLE 23 UNPAID LEAVE OF ABSENCE

Eligibility Requirements. At the sole discretion of the Employer, full-time and part-time employees shall be eligible for unpaid leaves of absence after the employee's probationary period.

Request Procedure. Any request for a leave of absence shall be submitted in writing by the employee to the Employer at least fourteen (14) calendar days in advance whenever possible. The request shall state the reason for and the length of the leave of absence being requested. After receiving the written request, the Employer shall respond in writing within five (5) calendar days. The Employer will provide the reason for denial in writing.

Return From Leave Without Pay. Upon return from leave of absence without pay, the employee shall return to his/her former job, if physically qualified, or to an equivalent position, if qualified.

Benefits During a Leave of Absence. An employee granted an unpaid leave of absence, effective the date the leave starts, shall not be eligible for fringe benefits, holiday pay, accrued retirement, vacation or sick leave during the period of such leave.

Premiums for insurance normally paid by the Employer will be paid by the employee during the approved personal leave of absence, if the employee elects to continue coverage and if the period of leave exceeds thirty (30) days.

ARTICLE 24 UNION LEAVE

Any employee chosen by the Union as a delegate to a labor convention or to participate in a Union seminar shall be granted an unpaid leave of absence to attend the convention or seminar. Not more than four (4) working days shall be granted collectively per contract year. Not more than one (1) employee shall be granted Union leave at any one time. Union leave shall be granted unless to do so would jeopardize the Employer's ability to perform its responsibilities.

ARTICLE 25 BULLETIN BOARDS

The Union shall be permitted to post official Union notices on a bulletin board in the Sheriff's Department. Nothing of a derogatory, advertising or political nature can be posted.

ARTICLE 26 TRANSFERS

In the event there is an opening within the department a job opening notice will be posted on the bulletin board for fourteen (14) calendar days. The notice will show the hours and other details of the open position. Only regular full time or regular part time employees can request a transfer within the same job classification they are currently working in. Any employee interested in filling the open position may sign their name on the posting. The most senior qualified (certified) employee that signed the posting will be offered the position and must accept or refuse the opening within forty-eight (48) hours.

ARTICLE 27
LAYOFF AND RECALL PROCEDURES

Layoff Procedures. When the working force is to be reduced or a reduction in hours occurs, in the applicable department, all temporary, part-time, and probationary employees in the job classification affected will be laid off first. After the layoff of all temporary, part-time, and probationary employees, the least senior regular full-time employee in the job classification affected will be removed. The work force may be reduced upon the Employer's judgment. On recall from layoff, employees will be returned to work in the reverse order of layoff, if qualified to perform the work available, as provided for in the applicable job classification description. Probationary employees have no recall rights. Each employee affected by a layoff or reduction in hours shall be notified in writing of layoff at least fourteen (14) working days prior to the effective date of the layoff.

Recall Procedures. Before a new employee may be hired for such position by the Employer enforcing the layoff, laid off employees shall be recalled in inverse order of the layoff. The Employer shall maintain a list of employees who were laid off. Employees with recall rights after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last known address shown on the employee's record. The notice shall state the date on which the employee is expected to return to work. The employee must respond to such notice within seven (7) calendar days after receipt thereof and report to work on the date set out in the notice, unless otherwise mutually agreed to. The notice shall give the employee at least fourteen (14) calendar days after receipt of the notice to report to work. In the event the employee fails to comply with the above, he/she shall be terminated and lose all seniority rights under this Agreement.

Employees are responsible for supplying the Employer with their current address.

Recall rights shall be limited to a period equal to the employee's length of employment or up to a maximum of one (1) year, whichever is less.

ARTICLE 28
UNION VISITATION

The Employer will allow the designated Union Representatives to visit the Employer's facilities after obtaining permission from the Sheriff or his/her designated representative. Ongoing work is not to be interrupted and the Union can ascertain if the Labor Agreement is being adhered to or to investigate employee discipline.

ARTICLE 29
HEALTH AND SAFETY

Safety Matters. The employer shall provide a safe and healthful work place for all employees and correct all hazards. Nothing shall imply that the Union has undertaken or assumed any portion of that responsibility.

The employer agrees to comply with occupational safety and health standards and regulations as adopted by the Iowa Occupational Safety and Health Administration, U.S. Department of Labor, as well as all state and local agencies.

Tools and Equipment. The Employer agrees to furnish and maintain in safe working condition all tools and equipment required to carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice and for properly using and caring for the tools and equipment furnished by the Employer. Employees shall not use such tools and equipment for personal use.

Protective Clothing. The Employer shall furnish protective clothing and equipment in accordance with the applicable federal and state regulations.

Employer-Owned Vehicles. All Employer-owned vehicles which are used by employees shall be equipped with First Aid Kits, fire extinguisher's and flares. It is the employee's responsibility to request a replacement of any of these items that are used. The Employer will endeavor in good faith to comply with 321.381 of the Iowa Code.

ARTICLE 30
WORKERS COMPENSATION BENEFITS

The Employer will provide Workers Compensation coverage for each eligible employee.

In the event an employee is off work due to a Workers Compensation illness or injury, a regular full-time employee can use earned sick leave to supplement his/her weekly Workers Compensation check. Earned sick leave can be used to the extent that the employee occurs no loss in normal weekly earnings. Earned sick leave will be pro-rated accordingly.

ARTICLE 31
TRAVEL AND LODGING

Mileage. The Employer agrees to reimburse, any employee who the Employer requires to use their personal automobile in the performance of their work for the Employer, at the rate of twenty one cents (\$0.21) per mile beginning at the employee's work site. The Employer and the employee may mutually agree to alternative arrangements to having the employee report to the work site before leaving on the trip. Travel time to and from required training shall be regarded as time worked for the purpose of computing overtime pay.

Lodging and Meals. Employees shall be reimbursed for up to Twenty Five Dollars (\$25.00) daily meal expenses. Receipts are required for reimbursement. Lodging arrangements will be pre-arranged by the Employer. All provisions of this paragraph apply only while the employee is performing his/her official duties.

ARTICLE 32
UNIFORMS

The Employer shall provide an initial uniform allotment to all regular full-time and part-time employees. For the purposes of this Agreement, uniforms are defined as identically styled clothing, footwear and/or leathers uniquely related to the work place. The following list shall constitute the Employer's initial issue of uniform items:

Initial issue for Jailers and Deputies:

Winter Shirts - 3	Summer Shirts - 3
Winter Coat - 1	Spring & Fall Jacket - 1
All Season Trousers - 3	Inner Belt - 1
Name Bar - 1	Wallet Badge - 1
Identification Card - 1	Rubber Glove Pouch - 1
Necktie - 2	Necktie tack - 1
Handcuff - 1	Handcuff Case - 1
Shoulder Patch (to conform with needs)	
Shoes or Boots at the employees discretion	

Additional initial issue for Deputies:

Winter Shirts - 1	Summer Shirts - 1
All Season Trousers - 1	Night Stick - 1
Weapon - 1	Holster - 1
Clip/Magazine - 2	Double Clip/Magazine Pouch - 1
Gun Permit - 1	Raincoat - 1
Snowmobile Suit - 1	Shoe or Boot Rubbers
Equipment Belt - 1	Shotgun - 1
Handcuff - 1	Bullet Proof Vest

All uniform items listed above shall be repaired, altered or replaced when needed, by the Employer.

All uniform items listed above shall be cleaned as needed by the employee.

ARTICLE 33 DAMAGE TO PERSONAL ITEMS

Should an employee's wrist watch or eye glasses be damaged while on duty, and due to no negligence on behalf of the employee, the Employer will reimburse the employee for the damaged wrist watch or eye glasses for an amount not to exceed a maximum of One Hundred Fifty Dollars (\$150.00) for eye glasses and a maximum of Forty Dollars (\$40.00) for a wrist watch. The damaged items must be presented to the Employer. The employee affected must fill out the proper restitution paperwork for the court before reimbursement from the Employer. Restitution payments will go to the Employer. In the event the damaged eye glasses or wrist watch exceeds the dollar limits above, and the court collects the full amount for the damaged personal items, the employee shall be reimbursed the amounts collected above the stated limits.

ARTICLE 34 TRAINING

The Employer agrees to provide employees with such training as is necessary or is required by law to carry out the duties of his/her assigned position with the Employer. For all training sessions approved by the Employer, all time spent in the training and travel, shall count as time worked and shall count towards overtime. All meals and expenses, as provided for elsewhere in this Agreement, connected with the training shall be paid for by the Employer.

ARTICLE 35 REIMBURSEMENT FOR ACADEMY COSTS

If a Deputy Sheriff remains employed with Dickinson County for a period of one (1) year after being certified by the Iowa Law Enforcement Academy, then the Employer shall reimburse the Deputy Sheriff for the total costs of the Academy, which would include but is not limited to tuition, lodging, meals and mileage. Said costs shall be paid in the first paycheck due the employee in the month of the employee's first anniversary of employment.

ARTICLE 36
CALL-BACK/DEPARTMENTAL MEETING TIME

The Employer agrees that employees called back for duty or called in on the employee's day off will be guaranteed a minimum of two (2) hours at one and one-half (1 ½) times the employees regular hourly rate, to be paid in cash. This section shall not be construed so as to provide for additional compensation if the employee is recalled back for duty within the original two (2) hour period, except that employees who are called back to work in excess of two (2) hours will be paid for actual time worked. If the Employer calls back employees to work on a holiday, the Employer agrees to pay the employees as specified in the Holiday Article of this Agreement.

ARTICLE 37
COURT APPEARANCE PAY

Any employee who is subpoenaed to appear in any court or administrative proceedings during non-working hours as a result of the performance of his/her duties, shall be paid for a minimum of two (2) hours or for actual time worked if in excess of two (2) hours at one and one-half (1 ½) times the regular hourly rate, to be paid in cash. The employee shall remit witness fees to the Employer, less any travel or personal expenses.

ARTICLE 38
PAYDAY

The Employer agrees to pay all employees on a bi-weekly basis. Payday shall be on a Wednesday. If Wednesday is a recognized paid holiday, it is the intent of the Employer to make the proceeding workday the payday.

ARTICLE 39
WAGES AND SALARIES

Wages, salaries and job classifications are listed in Exhibit A, which by this reference becomes part of this Agreement.

ARTICLE 40
GENERAL

The Employer agrees to comply with the expressed provisions of the Family Medical Leave Act (FMLA).

ARTICLE 41
DUES CHECKOFF AND INDEMNIFICATION

Upon receipt of a lawfully executed authorization from an employee which may be revoked in writing with thirty (30) days notice, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction to AFSCME/Iowa Council 61 showing the amount of dues withheld and the names, address and social security number of the employees, by the fifteenth day of the succeeding month. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 42
DURATION

THIS AGREEMENT shall be effective January 1, 2005, and shall continue to remain in full force until its expiration at Midnight on June 30, 2008. Should either party desire to modify or amend this Agreement, written notice must be served on the other party as required by Chapter 20, of the Code of Iowa. This Agreement will remain in effect from year to year after the expiration date, if written notice is not otherwise received.

THIS AGREEMENT represents the entire agreement of the parties and shall supersede all previous agreements, written or verbal. The parties agree that the provisions of this Agreement shall supersede any provisions of the rules of the Employer's personnel policies relating to any of the subjects of collective bargaining contained herein when the provisions of such rules differ with this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement and any extension thereof, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be required to negotiate on any further matters affecting this Agreement, or any other subjects not specifically set forth in this Agreement.

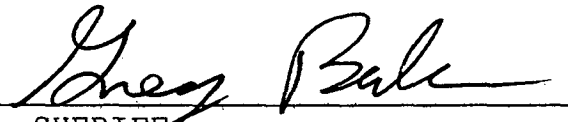
Signed this 19th day of April, 2005.

EMPLOYER

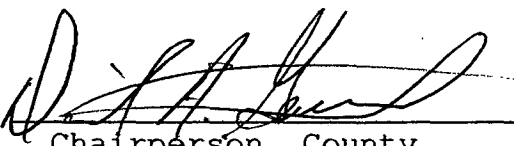
DICKINSON COUNTY, IOWA
SHERIFF'S OFFICE

UNION

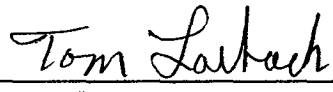
AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES,
AFL-CIO, LOCAL 1639, DICKINSON
COUNTY SHERIFF'S DEPUTIES,
JAILERS, DISPATCHERS AND
SECRETARY

BY 
SHERIFF

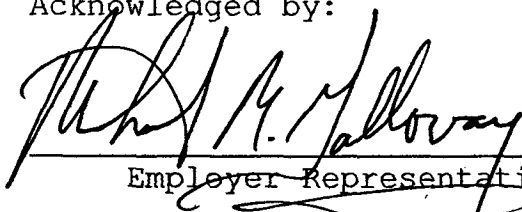
BY _____
Employee Representative

BY 
Chairperson, County
Board of Supervisors

BY _____
Employee Representative

BY 
Employee Representative

Acknowledged by:


Employer Representative



Danny J. Homan
AFSCME/Iowa Council 61

EXHIBIT A

UNIT EMPLOYEES, JOB CLASSIFICATIONS AND STRAIGHT TIME HOURLY WAGE RATES

Section 1 Wage Schedule

Effective January 1, 2005

<u>Pay Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
1	\$ 9.03	\$ 9.40	\$ 9.78	\$10.19	\$10.58	\$11.00
2	\$ 9.08	\$ 9.45	\$ 9.81	\$10.22	\$10.62	\$11.05
3	\$ 9.96	\$10.35	\$10.77	\$11.19	\$11.65	\$12.11
4	\$10.86	\$11.32	\$11.76	\$12.23	\$12.71	\$13.22
5	\$11.43	\$11.89	\$12.36	\$12.87	\$13.38	\$13.91
6	\$15.01	\$15.63	\$16.23	\$16.89	\$17.57	\$18.27
7	\$14.76	\$15.63	\$16.51	\$17.47	\$18.47	\$19.56

Part-time Jailer \$ 9.57 a hour
 Matron/Relief Jailer \$11.44 a hour
 Part-time Dispatcher \$11.46 a hour

Effective July 1, 2005

<u>Pay Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
1	\$ 9.30	\$ 9.68	\$10.07	\$10.50	\$10.90	\$11.33
2	\$ 9.35	\$ 9.73	\$10.10	\$10.53	\$10.94	\$11.38
3	\$10.26	\$10.66	\$11.09	\$11.53	\$12.00	\$12.47
4	\$11.19	\$11.66	\$12.11	\$12.60	\$13.09	\$13.62
5	\$11.77	\$12.25	\$12.73	\$13.26	\$13.78	\$14.33
6	\$15.46	\$16.10	\$16.72	\$17.57	\$18.10	\$18.82
7	\$15.20	\$16.10	\$17.01	\$17.99	\$19.02	\$20.15

Part-time Jailer \$ 9.86 a hour
 Matron/Relief Jailer \$11.78 a hour
 Part-time Dispatcher \$11.80 a hour

Effective July 1, 2006

<u>Pay Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
1	\$ 9.60	\$ 9.99	\$10.40	\$10.84	\$11.25	\$11.70
2	\$ 9.65	\$10.05	\$10.43	\$10.87	\$11.30	\$11.75
3	\$10.59	\$11.01	\$11.45	\$11.90	\$12.39	\$12.88
4	\$11.55	\$12.04	\$12.50	\$13.01	\$13.52	\$14.06
5	\$12.15	\$12.65	\$13.14	\$13.69	\$14.23	\$14.80
6	\$15.96	\$16.62	\$17.26	\$18.14	\$18.69	\$19.43
7	\$15.69	\$16.62	\$17.56	\$18.57	\$19.64	\$20.80

Part-time Jailer \$10.18 a hour
 Matron/Relief Jailer \$12.16 a hour
 Part-time Dispatcher \$12.18 a hour

Effective July 1, 2007

<u>Pay Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
1	\$ 9.94	\$10.34	\$10.76	\$11.22	\$11.64	\$12.11
2	\$ 9.99	\$10.40	\$10.80	\$11.25	\$11.70	\$12.16
3	\$10.96	\$11.40	\$11.85	\$12.32	\$12.82	\$13.33
4	\$11.95	\$12.46	\$12.94	\$13.47	\$13.99	\$14.55
5	\$12.58	\$13.09	\$13.60	\$14.17	\$14.73	\$15.32
6	\$16.52	\$17.20	\$17.86	\$18.77	\$19.34	\$20.11
7	\$16.24	\$17.20	\$18.17	\$19.22	\$20.33	\$21.53

Part-time Jailer \$10.54 a hour
 Matron/Relief Jailer \$12.59 a hour
 Part-time Dispatcher \$12.61 a hour

Section 2 Wage Schedule Advancement

Employees shall advance on the salary schedule as follows:

Step 1	0 - 6 months
Step 2	7 - 18 months
Step 3	19 - 30 months
Step 4	31 - 42 months
Step 5	43 - 54 months
Step 6	55 - months and above

Step Movement from step to step shall be automatic, on the employees anniversary date.

Section 3 Pay Grades

The job classifications shall be assigned the following pay grades:

<u>Job Classification</u>	<u>Pay Grade</u>
Jailer	2
Secretary	3
Dispatcher	3
Training Dispatcher	4
Jail Administrator / Lead Dispatcher	5
Sheriff Deputy (Civil)	6
Sheriff Deputy	7

Section 4 Current Employees

Effective July 1, 2005; current Employees shall be placed on the above Wage Scale as follows:

Secretary

Dee Vellema	Pay Grade 3	Step 6
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Jailer

Marv Childers	Pay Grade 2	Step 6
Gerry Evans	Pay Grade 2	Step 6
Darci Brevik	Pay Grade 2	Step 3
Part-time Jailers	\$ 9.86	

Matron/Relief Jailer

Karlene Morrow	\$11.78 a hour
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Dispatcher

Jarrold Fisher	Pay Grade 3	Step 3
Sabrena French	Pay Grade 3	Step 3
Part-time Dispatchers	\$11.80	

Training Dispatcher

Karlene Morrow	Pay Grade 4	Step 6
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Jail Administrator

Keith Rimmer	Pay Grade 5	Step 6
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Lead Dispatcher

Linda Gano	Pay Grade 5	Step 6
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Sheriff Deputy (Civil)

Sheriff Deputy

Robert Bringle	Pay Grade 7	Step 6
Mike Workman	Pay Grade 7	Step 6
Tom Loebach	Pay Grade 7	Step 6
Tony Petersen	Pay Grade 7	Step 6
Rex Ondler	Pay Grade 7	Step 6
Darin Diers	Pay Grade 7	Step 5
Part-time Deputy	\$16.08	

Section 5 Current Employees Wage Schedule Advancement

Current Employees shall advance on the above Wage Scale as follows:

Jailer

Darci Brevik	Shall advance to Step 4 on February 4, 2006
	Shall advance to Step 5 on February 4, 2007
	Shall advance to Step 6 on February 4, 2008

Dispatchers

Jarrold Fisher	Shall advance to Step 4 on July 1, 2005
	Shall advance to Step 5 on July 1, 2006
	Shall advance to Step 6 on July 1, 2007
Sabrena French	Shall advance to Step 3 on June 26, 2006
	Shall advance to Step 4 on June 26, 2007
	Shall advance to Step 5 on June 26, 2008
	Shall advance to Step 6 on June 26, 2009

Sheriff Deputy

Darin Diers	Shall advance to Step 6 on July 21, 2005
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Section 6 New Hires

The Sheriff may place new employees on the Wage Matrix of Section 1 of this Exhibit anywhere from Step 1 through Step 4, if the employee has experience doing comparable work as follows:

Less than one (1) year	Step 1
One (1) year, but less than three (3) years	Step 2
Three (3) years, but less than six (6) years	Step 3
Seven (7) years or more	Step 4

The Sheriff will notify the Union of a new hire, who is hired above Step 1. The Grievance Procedure time lines start from the date the notification from the Sheriff was received by the Union.

New Employees shall be eligible for advancement to the next pay increment according to Section 2 of this Exhibit. Such pay increment advancements shall be automatic.